

ALBERT OLE PETERSON,

Plaintiff,

vs.

NATIONAL SECURITY
TECHNOLOGIES, A Delaware
Corporation,

Defendant.

)
) No. CV-12-5025-TOR
)
) ORDER GRANTING STIPULATED
) RECIPROCAL PROTECTIVE
) ORDER REGARDING
) CONFIDENTIAL INFORMATION
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Accordingly, IT IS HEREBY ORDERED as follows:

ORDER GRANTING STIPULATED
RECIPROCAL PROTECTIVE ORDER- 1

1 non-parties from improper disclosure/publication, annoyance, undue burden and
2 expense from the public disclosure of Confidential Information.

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4 1. Any party to this litigation may designate as "Confidential"
5 documents, materials and/or information produced by the party or a third party
6 that the party reasonably considers to be private, confidential, trade secret,
7 commercially sensitive, and/or proprietary in nature or involving other privacy
8 rights or interests ("Confidential Information"). The designating party has the
9 burden of establishing that a document is "Confidential."
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12 2. Any Confidential Information designated as "Confidential" shall
13 not be disclosed, published, disseminated, utilized, exploited or otherwise used
14 in any manner whatsoever other than exclusively for purposes of this litigation
15 and any appeals therefrom.
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17 3. The parties shall not disclose Confidential Information designated
18 "Confidential" except to the following: (a) the current parties to this litigation;
19 (b) the Court, and jury under such limitations as the Court may determine; (c)
20 counsel for the current parties (including staff employed by counsel); and (d)
21 witnesses at deposition or trial; (e) consulting or trial expert witnesses employed
22 by counsel of record for the current parties who agree in writing to be bound by
23 the terms of this Stipulation and Agreed Reciprocal Protective Order by
24 executing a Confidentiality Agreement in the following form:
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CONFIDENTIALITY AGREEMENT

I have read the attached Stipulation and Agreed Reciprocal Protective Order entered in this action and dated _____, 2012. I agree to be bound by the terms of the Stipulation and Agreed Reciprocal Protective Order, and will not reveal the Confidential Information to any person or entity other than as allowed by the Stipulation and Agreed Reciprocal Protective Order.

I certify under penalty of perjury that the foregoing is true and correct.

DATED this _____ day of _____, 2012, at

_____, _____.

[Name]

[Signature]

4. Prior to disclosing any Confidential Information to any person enumerated above, counsel must first inform each such person orally or in writing that the Confidential Information to be disclosed has been designated "Confidential" pursuant to a Protective Order, that the Confidential Information must be kept confidential and may only be used for the purposes of this litigation, and also of the restrictions imposed by this Stipulation and Agreed Reciprocal Protective Order entered by the Court. The persons granted access to any such Confidential Information shall not reveal or disclose the contents of the Confidential Information for any purposes, including, without limitation, any

1 business, professional or commercial purpose, other than those directly relating
2 to this litigation. All such persons shall read this Stipulation and Agreed
3 Reciprocal Protective Order or be advised by counsel as to its contents, and shall
4 agree to be bound by its terms. As noted above, all third parties (excluding
5 witnesses), including consultants or experts and their staff, who are to be given
6 access to any Confidential Information shall first execute a Confidentiality
7 Agreement in the form referenced in this Stipulation and Agreed Reciprocal
8 Protective Order acknowledging that they agree to be bound by the terms of this
9 Stipulation and Agreed Reciprocal Protective Order and will not reveal the
10 Confidential Information to any person or entity other than as allowed by this
11 Stipulation and Agreed Reciprocal Protective Order. Upon request by a party,
12 the other party shall provide a copy of the written notification or Confidentiality
13 Agreement to any person made in order to comply with this paragraph.
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19 5. If any party to this lawsuit believes that any documents it discloses
20 or produces during discovery are Confidential Information, that party shall
21 designate such documents as Confidential by marking in a clear, obvious, and
22 permanent manner that identifies the documents as Confidential. The marking
23 shall not obstruct or interfere with the substance of the information on each page
24 of a Confidential document. Testimony shall be designated Confidential and
25 subject to the provisions of this order at the time it is made, or as soon as
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1 practicable, but no later than 15 business days from the receipt of any transcript
2 of the testimony.

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4 6. If a party intends to quote or attach Confidential Information in any
5 filing with this Court or any Appellate Court (including, without limitation, any
6 pleading, affidavit, declaration, brief, memorandum, appendix, or deposition
7 transcript), then that party shall give four business days notice of such intent to
8 all other parties to provide an opportunity to agree to or to file a motion to seal
9 or redact such filing.
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12 7. Approval of this Stipulation and Agreed Reciprocal Protective
13 Order by counsel shall not be construed as an agreement or admission by any
14 party that any documents produced pursuant to this Stipulation and Agreed
15 Reciprocal Protective Order are relevant or material to any issues in this case, or
16 as a waiver of any privilege or right of privacy with respect thereto.
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19 8. Any party may dispute the "Confidential" designation of any
20 Confidential Information designated Confidential by filing a motion for a Court
21 determination of Confidentiality if the parties are unable to resolve a dispute
22 regarding a party's designation of Confidentiality. No disclosure shall be made
23 of any Confidential Information designated Confidential until such time as the
24 matter is determined by the Court.
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1 9. No later than three years following the conclusion of this case,
2 including any appeals there from, the parties, their counsel, and all persons or
3 entities in possession of Confidential Information shall either destroy or return
4 all such Confidential Information to counsel producing them, shall not keep any
5 copies thereof, and shall assure opposing counsel, in writing, that all such
6 Confidential Information has been returned or destroyed.
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9 10. All Confidential Information that any party intends to use at trial,
10 except for purposes of impeachment, shall be specifically identified and
11 disclosed to opposing counsel no later than 30 days before trial so that
12 appropriate protection against publication or dissemination at trial may be
13 sought by agreement of counsel for the parties or by motion to the Court for
14 protection including to seal or redact.
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17 11. The failure to insist upon full compliance with any of the terms of
18 the Protective Order in any instance shall not be deemed to be a waiver of the
19 right to insist upon full compliance with those terms thereafter.
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21 12. The parties agree that the inadvertent production of privileged
22 material shall not result in the waiver of any associated privilege nor result in a
23 subject matter waiver of any kind. Both parties agree to return any privileged
24 material disclosed immediately upon notice of the inadvertent disclosure or upon
25 an independent determination that privileged material has been disclosed. The
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1 parties agree that no copies will be made of the disclosed privileged materials
2 and that the privileged materials shall not be used as evidence.
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4 **DATED** this 20th day of August, 2012.

5 *s/ Thomas O. Rice*

6 THOMAS O. RICE
7 United States District Judge
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